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1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

 Three Boys' Music Corporation
 The Pullman Group, LLC dba The Pullman Group

 2 Date of execution and/or effective date of the accompanying document
 July 23 1999
 (month) (day) (year)

 3 Completeness of document
☒ Document is complete by its own terms.
☐ Document is not complete. Record "as is."

4 Description of document

☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

☒ Other Engagement Letter

 5 Title of first work as given in the document
 After the Dance

 6 Total number of titles in document
 112

7 Amount of fee calculated

\$ 230.00

8 Fee enclosed

☒ Check
☐ Money Order

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212-750-0210

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Phone Number

Fax Number

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I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

 The Pullman Group, LLC dba The Pullman Group
 Duty Authorized Agent of:

Date

1/15/02

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 in window
 envelope to
 this address:

Name

Robert G. Roomian, Esq.

Number/Street/Apt

P.O. Box 7111

City/State/ZIP

Alexandria, VA 22307

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PULLMAN

THE PULLMAN GROUP, LLC

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New York, NY 10019

212.750.0210 tel.

212.750.0464 fax

info@pullmanco.com

www.pullmanco.com

Securitizing the Future™

V3476 D682



July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley
 Three Boys' Music Corporation
 C/o Isley Brothers Management
 10866 Wilshire Blvd., Suite 560
 Los Angeles, CA 90024

JAN 16. 2002

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Three Boys' Music Corporation, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share, including the composition "Love Is A Wonderful Thing" and its full copyright infringement judgment obtained against Michael Bolton, Sony, et al. and future royalties from such (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which

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Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Page 5

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

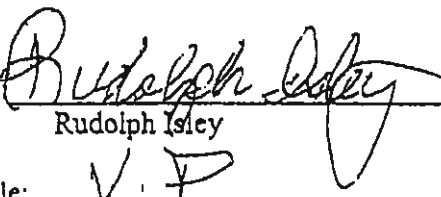
Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,
The Pullman Group, LLC

By: 
Its: CEO

ACCEPTED AND AGREED:

THREE BOYS' MUSIC CORPORATION

By: 
Rudolph Isley
Title: V.P.
Date: 7/23/99
(Commencement Date)

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | EP 351582 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95). |
| ALL MY LIFE | 3/15/1965 | EP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobette Music Co., Inc.) Renewed by Nona Gaye Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | EP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. All renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95) |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BAILANDO EN LA CALLE | 12/7/1970 | EP 281033 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire. |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | BU 676601 | 8/31/1989 | 1990 | Puqua Pub. Co. Renewed by Puqua, Robert White, James Wyz and Marvin Gaye |
| BENCHWOOD 4-5789 | 6/25/1962 | BU 725360 | 12/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvis Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BELLA, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLA, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLA, THE | 4/14/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 12/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvis Gaye |
| CHARGE WHAT YOU CAN | 1/15/1967 | EP 226948 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvis Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvis Gaye |
| CLEO'S APARTMENT | 12/19/1972 | EP 307201 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------------|------------|-------------------------------|--------------|------------------------|---|
| COME GET TO THIS | 2/14/1973 | BP 315837 | | 2002 | Jobete Music Co., Inc. |
| CONNIE | 4/12/1962 | HU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson and Lambert Dozier (RE 496-976 on 11/13/90). |
| COURT OF COMMON FLEA | 9/2/1968 | BP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | BP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | HU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | BP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOWER | 9/25/1971 | BP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOWER | 8/27/1973 | BP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some melodic revision. Previously published on 9/25/71. BP 291366 |
| -DON'T CRY FOR ME | 10/1/1965 | BP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Willie Farmer (RE 634-674 on 10/25/93) |
| -DON'T MESS WITH MR. T | 12/19/1972 | BP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| FALSE WORDS | 12/1/1965 | BP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Ray Hale and George Gordy (RE 634-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | BP 351727 | | 2005 | Jobete Music Company |
| -FLIXIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | BP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| -FLIXIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | BP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye |
| -GET MY HANDS ON SOME LOVING | 2/13/1963 | HU 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson (RE 529-519 on 4/8/91) |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------|--------------|------------------------|--|
| | | | | | |
| GOD IS LOVE | 2/6/1973 | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/21/70 EP 281236. Renewed by Anna Gaye |
| GOD IS LOVE/16/2001 LOVING | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| GOT TO GIVE IT UP, PT. 1-2 | 3/10/1977 | EP 366530 | | 2006 | Jobete Music Co., Inc. |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-680 on 3/1/95) |
| H-E-Y, DIDDLE DIDDLE | 4/1/1966 | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) |
| HITCH HIKE | 12/26/1962 | BU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and William Stevenson (RE 484-188 on 6/25/90) |
| HITCH HIKE | 3/1/1963 | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | EP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp |
| I HEAR THE BILLS | 6/15/1967 | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Osman and Raymona Liles (RE 697-746 on 2/1/95) |
| I LOVE YOU | 2/1/1967 | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 2/1/95) |
| I LOVE YOU SECRETLY | 1/29/1973 | EP 310103 | | 2002 | Jobete Music Co., Inc. |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | EP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye an Forest Hairston |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | BU 682359 | 10/16/1989 | 1998 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Myx |
| I'LL WAIT FOR YOU | 1/16/1970 | EP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Leskey |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | EP 317244 | | 2002 | Jobete Music Co., Inc. and Charritown Music Company, Inc. |
| IF THIS WORLD WERE MINE | 5/1/1967 | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 3/18/1968 | EP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 287807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| INNER CITY BLUES 5/16/2001(WANNA HOLLER) | 11/1/1971 | EP 293174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/20/1962 | EU 729916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |
| JAM | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cheritown Music Company, Inc. |
| LATIN REACTION | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLE | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-941 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | EP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------|--------------|------------------------|--|
| | | | | | |
| RAIN THEME FROM TROUBLE MAN | 12/26/1972 | EP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS MINUS YOU EQUALS TEARS | 2/20/1963 | BU 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| POOR ANGEL WALKER | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93) |
| PRIDE AND JOY | 2/13/1963 | BU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Derooven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Ronaldo Banson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | EP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| SOUL BONGO | 11/23/1962 | EU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays. Also renewed by Clarence Paul (RE 497-031 on 11/13/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harvey Fuqua (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | EU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| -T PLAYS IT COOL | 12/19/1972 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| -T STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays |
| THEME FROM TROUBLE MAN | 12/19/1972 | EP 307303 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THEME GOES NR. T | 12/19/1972 | EP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | EP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/31/1970 | EP 281238 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | EP 289520 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/31/70; EP 281238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/31/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye at Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvise Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | BU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Norman Whitfield (RE 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | BU 708871 | 11/23/1990 | 1991 | Puqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Hal Kanar and Harvey Fuqua |
| WHOLEY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO BALL | 8/27/1973 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga |

EXHIBIT G-2

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of the
United
States*

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OF
CONGRESS

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Marybeth Peters

Register of
Copyrights and
Associate
Librarian for
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DATE OF RECORDATION

16Jan02

VOLUME PAGE

3476 689

VOLUME PAGE

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121825284



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JAN 17 2002

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UNITED STATES COPYRIGHT OFFICEDATE OF RECORDATION
(Assigned by Copyright Office) JAN 16 2002

Month Day Year

Volume 3476 Page 689

Volume 3476 Page 689

FUNDS RECEIVED

FOR OFFICE USE ONLY

1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

Bovina Music Inc.

The Pullman Group, LLC dba The Pullman Group

2 Date of execution and/or effective date of the accompanying document

July 23 1999
(month) (day) (year)

3 Completeness of document

☒ Document is complete by its own terms.
☐ Document is not complete. Record "as is."

4 Description of document

☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

☒ Other Engagement Letter

5 Title of first work as given in the document

After the Dance

6 Total number of titles in document

112-1000

7 Amount of fee calculated

\$ 230.00

8 Fee enclosed

☒ Check
☐ Money Order

☐ Fee authorized to be charged to:
 Copyright Office
 Deposit Account number

Account name

9 Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.

(Affirmation must be signed even if you are also signing Space 10.)

Signature

Date

212-750-0210

Fax Number

212-750-0464

10 Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

The Pullman Group, LLC dba The Pullman Group
Duly Authorized Agent of:

Date

Recordation will be mailed in window envelope to this address:

Name

Robert G. Roomian, Esq.

Number/Street/Apt

P.O. Box 7111

City/State/ZIP

Alexandria, VA 22307

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www.pullmanco.com

Securitizing the Future™

V3476 D689



JAN 16 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley
Bovina Music Inc.
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Bovina Music Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.

2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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Engagement between Pullman and Bovina Music, Inc.
Page 2

3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

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Engagement between Pullman and Bovina Music, Inc.
Page 3

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

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Engagement between Pullman and Bovina Music, Inc.

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(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees of Pullman or out-of-pocket expenses, interest, and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman.

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Engagement between Pullman and Bovina Music, Inc.
Page 5

Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken. Owner designates Dennis Kennedy as its Authorized Representative(s) in connection with the Engagement and the Transactions and warrants that its Authorized Representative(s) is duly authorized to act on its behalf, including as to all matters on which Pullman may seek approval or authorization. Owner shall give prompt notice to Pullman in the event that an individual named herein ceases to be authorized or if any other individuals are designated Authorized Representatives during the Engagement Period.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Engagement between Pullman and Bovina Music, Inc.
Page 6

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Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,
The Pullman Group, LLC

By: *David Pullman*

Its: *Founder, Chairman and CEO*

ACCEPTED AND AGREED:

BOVINA MUSIC, INC.

By: *Ronald Isley*
Ronald Isley

Title: *Pres*

Date: *7/23/99*
(Commencement Date)

BOVINA MUSIC, INC.

By: *Rudolph Isley*
Rudolph Isley

Title: *V.P.*

Date: *7/23/99*
(Commencement Date)

SCHEDULE A
The Subject Compositions
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| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | RP 351582 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | RP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gorty (RE 697-598 on 3/1/95). |
| ALL MY LIFE | 3/15/1965 | RP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobete Music Co., Inc.) Renewed by Nona Gaye Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | RP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. All renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95) |
| BABY, I'M FOR REAL | 5/22/1969 | RP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye. |
| BABY, IT'S LOVE | 10/6/1970 | RP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | RP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. |
| BAYLAMO EN LA CALLE | 12/7/1970 | RP 281031 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Co., Inc. as proprietor in a work made for hire. |
| BECOME OUR LOVE IS REAL | 6/26/1961 | RU 676601 | 8/31/1989 | 1990 | Pugna Pub. Co. Renewed by Pugna, Robert White, James Hyc and Marvin Gaye 3rd. |
| BIRCHWOOD 4-5789 | 6/25/1962 | RU 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BILLS, THE | 8/1/1968 | RP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover. |
| BILLS, THE | 1/16/1970 | RP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BILLS, THE | 4/14/1970 | RP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 12/13/1972 | RP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | RP 236940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvin Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | RP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvin Gaye |
| CUBO'S APARTMENT | 12/19/1972 | RP 307801 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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EXHIBIT A
The Subject Compositions

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| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Status Jan 1st | Copyright and Renewal Claims & Notes |
|------------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| COME GET TO THIS | 2/14/1973 | RP 215837 | | 2002 | Jobete Music Co., Inc. |
| COONIE | 4/12/1962 | RU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson and Lament Daxter (RR 496-976 on 11/13/90). |
| COUNT UP COMMON PLEA | 9/2/1968 | RP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | RP 180590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RR 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | RU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | RP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOVER | 9/25/1971 | RP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOVER | 8/27/1972 | RP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some musical revision. Previously published on 9/25/71, RP 291366 |
| DON'T GET FOR ME | 10/1/1965 | RP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Willie Farmer (RR 614-674 on 10/25/93) |
| DON'T MISS WITH ME. I | 12/19/1972 | RP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye |
| EAGER WORDS | 12/1/1965 | RP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Fay Hale and George Gordy (RR 614-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | RP 351727 | | 2005 | Jobete Music Company |
| FEELIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | RP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| FEELIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | RP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | RP 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RR 529-519 on 4/8/91) |

5/22/2001

EXHIBIT A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Status Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| GOD IS LOVE | 2/6/1973 | RP 11519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) New notice: changes in tempo, words and music. Previously published on 12/21/70 RP 281236. Renewed by Anna Gaye |
| GOD IS LOVE/16/2001 LOVING | 12/21/1970 | RP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| GOT TO GIVE IT UP, PT. 1-2 | 3/30/1977 | RP 366530 | | 2006 | Jobete Music Co., Inc. |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | RP 226341 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RB 696-690 on 3/1/95) |
| HEY, DIDDLE DIDDLE | 4/1/1966 | RP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RB 677-642 on 10/21/94) |
| HITCH HIKE | 12/26/1962 | HU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson (RB 697-746 on 3/1/95) 6/25/90 |
| HITCH HIKE | 2/1/1963 | RP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | RP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp |
| I HEAR THE BELLS | 6/15/1967 | RP 222612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Osamen and Raymons Liles (RB 697-746 on 3/1/95) |
| I LOVE YOU | 2/1/1967 | RP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RB 696-702 on 3/1/95) |
| I LOVE YOU SECRETLY | 1/23/1973 | RP 310103 | | 2002 | Jobete Music Co., Inc. |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | RP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Forrest Halstrom |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | HU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Wyz |
| I'LL WAIT FOR YOU | 1/16/1970 | RP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Lankey |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | RP 317244 | | 2002 | Jobete Music Co., Inc. and Charlton Music Company, Inc. |
| IF THIS WORLD WERE MINE | 5/1/1967 | RP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |

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EXHIBIT A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Status Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------|--------------|------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 2/18/1968 | RP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/24/1973 | RP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | BU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyz |
| INNER CITY BLUES (MAYE BE WANDA HOLLER) | 7/6/1971 | RP 287807 | 12/21/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyz, Jr. |
| INNER CITY BLUES 5/16/2001(WANDA HOLLER) | 11/1/1971 | RP 293174 | 12/21/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | BU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvin Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-092 on 11/13/90) |
| IT HURT ME TOO | 7/20/1962 | BU 729916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvin Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/2/1965 | RP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/21/1966 | RP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye |
| JAM | 6/3/1974 | RP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | RP 317252 | | 2002 | Jobete Music Co., Inc. and Therritown Music Company, Inc. |
| LATIN REACTION | 9/1/1977 | RP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLER | 12/13/1972 | RP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL. A | 2/1/1965 | RP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | RP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/24/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A
The Subject Compositions

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| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| MALE THEM FROM TROUBLE MAN | 12/26/1972 | RP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | RP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Norma Marjorie Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | RP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS NIMBLY YOU EQUALS TEARS | 2/20/1963 | RU 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Norma Marjorie Gaye. Also renewed by Clarence Paul and William Stevenson (RE 525-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | RP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Norma Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | RP 317253 | | 2002 | Jobete Music Co., Inc. and Charitron Music Company, Inc. |
| POOR ABBY WALSH | 12/19/1972 | RP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | RP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Norma Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/92) |
| PRIDE AND JOY | 2/12/1963 | RU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Norma Marjorie Gaye. Also renewed by Norman Whitefield and William Stevenson (RE 526-749 on 2/11/91) |
| RIGHT ON | 7/7/1971 | RP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Devoen |
| SAVE THE CHILDREN | 7/6/1971 | RP 287886 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| SINCE I HAD YOU | 3/6/1976 | RP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | RP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Norma Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | RP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A
The Subject Compositions

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| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| SOUL BOND | 11/23/1962 | SU 746103 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvin Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/13/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | RP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harvey Pugh (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | RU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvin Gaye. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | RP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| I PLAYS IT COOL | 12/19/1972 | RP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| I STANDS FOR TROUBLE | 12/19/1972 | RP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi- Gaye, Marvin Gaye III and Mona Marvin Gaye |
| THREE FROM TROUBLE MAN | 12/19/1972 | RP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THREE GOES MR. T | 12/19/1972 | RP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | RP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | RP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement, Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | RP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Century Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | RP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/21/1970 | RP 281338 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Remaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | RP 289520 | 12/21/1998 | 2000 | Jobete Music Co., Inc. Renewed by Remaldo Benson. |

EXHIBIT A
The Subject Compositions

| Song | (c) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Caveats & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| WHAT'S GOING ON? | 12/28/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/31/70; EP 201318. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 201318 and 8/12/71; EP 289320. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye as Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: Instrumental version. Renewed by Frankie Christian Gaye (sic), Marvin Gaye III and Nona Marvin Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | EU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye. Also renewed by Norman Whitefield (PS 525-243 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | EU 708871 | 11/23/1990 | 1991 | Fugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye and Mel Kaner and Harvey Fugua |
| WHOLLY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SOME LOVE TO BATTLE | 8/27/1972 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Gaye |

EXHIBIT G-3

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of the
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States

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Volume 3476 Page 692

Volume 3476 Page 692

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O'Kelly Isley Estate

The Pullman Group, LLC dba The Pullman Group

2 Date of execution and/or effective date of the accompanying document

July 23 1999
(month) (day) (year)

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☐ Document is not complete. Record "as is."

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- ☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

- ☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

☒ Other Engagement Letter

5 Title of first work as given in the document

After the Dance

6 Total number of titles in document

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7 Amount of fee calculated
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8

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☐ Money Order

☐ Fee authorized to be charged to:
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Account name

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Date

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10

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The Pullman Group, LLC dba The Pullman Group

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1/15/02

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V3476 D692



JUN 16 2000

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

O'Kelly Isley Estate
 C/o Ron and Rudolph Isley
 Isley Brothers Management
 10866 Wilshire Blvd., Suite 560
 Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by O'Kelly Isley Estate, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. **Engagement Period.** The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
2. **Exclusive Authority.** During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

3. **Pullman's Services.** Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee.

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approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

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(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

Engagement between Pullman and O'Kelly Isley Estate
Page 4

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Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Page 5

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Engagement between Pullman and O'Kelly Isley Estate
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Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

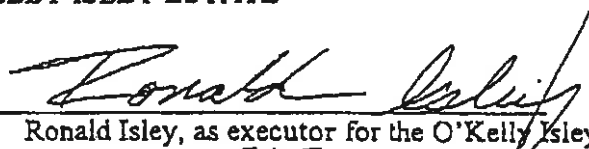
Very truly yours,
The Pullman Group, LLC

By: 

Its: CEO

ACCEPTED AND AGREED:

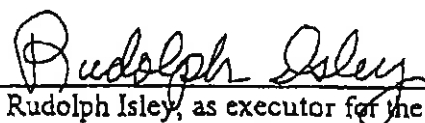
O'KELLY ISLEY ESTATE

By: 
Ronald Isley, as executor for the O'Kelly Isley Estate

Title: _____

Date: 7/23/99
(Commencement Date)

O'KELLY ISLEY ESTATE

By: 
Rudolph Isley, as executor for the O'Kelly Isley Estate

Title: _____

Date: 7/23/99
(Commencement Date)

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | EP 351583 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95). |
| ALL MY LIFE | 3/15/1965 | EP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobete Music Co., Inc.) Renewed by Mona Gaye Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | EP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd. All renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95) |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BAILANDO EN LA CALLE | 12/7/1970 | EP 261033 | 1/3/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire. |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | EU 676601 | 8/31/1989 | 1990 | Pugua Pub. Co. Renewed by Puqua, Robert White, James Nyx and Marvin Gaye |
| BEECHWOOD 4-5789 | 6/25/1962 | EU 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvis Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BELLS, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLS, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLS, THE | 4/14/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 13/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christi Gaye, Marvin Gaye III and Mona Marvis Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | EP 226940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona Marvis Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona Marvis Gaye |
| CUBO'S APARTMENT | 12/19/1972 | EP 307301 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-----------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| COME GET TO THIS | 2/14/1973 | EP 315837 | | 2002 | Jobete Music Co., Inc. |
| COMBIE | 4/12/1962 | EU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Nona Gays. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 11/13/90). |
| COURT OF COMMON PLEA | 2/2/1968 | EP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gays and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | EP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Nona Gays. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | EU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | EP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOVER | 9/25/1971 | EP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOVER | 8/27/1973 | EP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some melodic revision. Previously published on 9/25/71, EP 291366 |
| DON'T CRY FOR ME | 10/2/1965 | EP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Nona Gays. Also renewed by Willie Farmer (RE 634-674 on 10/25/93) |
| DON'T MESS WITH MR. T | 12/19/1972 | EP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Nona Marvisa Gays |
| FALSE WORDS | 12/2/1965 | EP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Nona Gays. Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | EP 351727 | | 2005 | Jobete Music Company |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | EP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gays |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | EP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gays |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | EU 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gays, Marvin Gays III and Nona Marvisa Gays. Also renewed by William Stevenson (RE 529-519 on 4/8/91). |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes | |
|--|------------|-------------------------------------|-----------------|------------------------------|---|--|
| | | | | | | |
| GOD IS LOVE | 2/6/1973 | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notices: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/31/70 EP 281236. Renewed by Anna Gaye | |
| GOD IS LOVES/16/2001 LOVING | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye | |
| GOT TO GIVE IT UP, PT. 1-2 | 3/10/1977 | EP 366530 | | 2006 | Jobete Music Co., Inc. | |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-680 on 3/1/95) | |
| HET, DIDDLE DIDDLE | 4/1/1966 | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) | |
| HITCH HIKE | 12/26/1962 | BU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and William Stevenson (RE 684-181 on 6/25/90) | |
| HITCH HIKE | 2/1/1963 | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson | |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | EP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp | |
| I HEAR THE BELLS | 6/15/1967 | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Osaman and Raymond Liles (RE 697-746 on 2/1/95) | |
| I LOVE YOU | 2/1/1967 | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 2/1/95) | |
| I LOVE YOU SECRETLY | 1/28/1973 | EP 310103 | | 2002 | Jobete Music Co., Inc. | |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | EP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye as Forrest Hairston | |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | BU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Nyx | |
| I'LL WAIT FOR YOU | 1/16/1970 | EP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Laakey | |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | EP 317244 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. | |
| IF THIS WORLD WERE MINE | 5/1/1967 | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye | |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 3/18/1968 | EP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 287807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| INNER CITY BLUES 5/16/2001(WANNA HOLLER) | 11/1/1971 | EP 293174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Moma Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/30/1962 | EU 729916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Moma Marvisa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Moma Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Moma Gaye |
| JAN | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cherrytown Music Company, Inc. |
| LASTIN REACTION | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLE | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Moma Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEM FROM TROUBLE MAN | 12/19/1972 | EP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| MAIN THEME FROM TROUBLE MAN | 12/26/1972 | EP 209814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS NINUS YOU EQUALS TEARS | 2/20/1963 | ED 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Martin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Cheritown Music Company, Inc. |
| POOR ABBY WALSH | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93) |
| PRIDE AND JOY | 2/13/1963 | EU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Daroven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LATE THEN LAUGH (AT ME) | 5/1/1965 | EP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352794 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| SOUL BONGO | 11/23/1962 | EU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvissa Gays. Also renewed by Clarence Paul (RE 497-031 on 11/13/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harvey Fugua (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | EU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvissa Gays. Also renewed by William Stevenson and George Gordy (RE 484-183 on 5/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| T PLAYS IT COOL | 12/19/1972 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| T STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvissa Gays |
| THEME FROM TROUBLE MAN | 12/19/1972 | EP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THERE GOES MR. T | 12/19/1972 | EP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | EP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | EP 289520 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/21/70; EP 281238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye as Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Mona Marvisea Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | EU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye. Also renewed by Norman Whitfield (MS 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | EU 708871 | 11/23/1990 | 1991 | Piqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye and Mel Kanar and Harvey Piqua |
| WHOLLY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO BALL | 8/27/1973 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvisea Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254416 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ca |

EXHIBIT G-4

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Office
of the
United
States

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LIBRARY
OF
CONGRESS

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Marybeth Peters

Register of
Copyrights and
Associate
Librarian for
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DATE OF RECORDATION

16Jan02

VOLUME PAGE

3476 693

VOLUME PAGE

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For Recordation of Documents
UNITED STATES COPYRIGHT OFFICE

DATE OF RECORDATION
(Assigned by Copyright Office)

Month Day Year

Volume 3476 Page 693

Volume 3476 Page 693

FUNDS RECEIVED

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1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

T-Neck Records, Inc.
The Pullman Group, LLC dba The Pullman Group

2 Date of execution and/or effective date of the accompanying document

July 23 1999
(month) (day) (year)

3 Completeness of document

- ☒ Document is complete by its own terms.
☐ Document is not complete. Record "as is."

4 Description of document

- ☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

- ☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

☒ Other Engagement Letter

5 Title of first work as given in the document

After the Dance

6 Total number of titles in document

112

7 Amount of fee calculated

\$ 230.00

8 Fee enclosed

- ☒ Check
☐ Money Order

☐ Fee authorized to be charged to:
Copyright Office
Deposit Account number

Account name

9 Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.

(Affirmation must be signed even if you are also signing Space 10.)

Signature

Date

212-750-0210

212-750-0464

Phone Number

Fax Number

10

Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

The Pullman Group, LLC dba The Pullman Group
Duly Authorized Agent of:

Date

YOU MUST:

- Complete all necessary spaces
- Sign your Cover Sheet in Space 9

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3. Document

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June 1999 20,000
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THE PULLMAN GROUP, LLC V3476 D693

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JAN 16 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley
T-Neck Records, Inc.
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by T-Neck Records, Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. **Engagement Period.** The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
2. **Exclusive Authority.** During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

Engagement between Pullman and T-Neck Records, Inc.
Page 2

3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters and Record Royalties (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

Engagement between Pullman and T-Neck Records, Inc.
Page 3

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

Engagement between Pullman and T-Neck Records, Inc.
Page 4

Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

Engagement between Pullman and T-Neck Records, Inc.
Page 5

Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

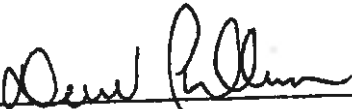
16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Engagement between Pullman and T-Neck Records, Inc.
Page 6

respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).


Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,
The Pullman Group, LLC

By: 
Its: CEO

ACCEPTED AND AGREED:

T-NECK RECORDS, INC.

By: 
Rudolph Isley
Title: V.P.
Date: 7/23/99
(Commencement Date)

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------|--------------|------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | EP 351592 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95). |
| ALL MY LIFE | 3/15/1965 | EP 200058 | 4/25/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobete Music Co., Inc.) Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | EP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95). |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BAILANDO EN LA CALLE | 12/7/1970 | EP 281023 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire. |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | EU 676601 | 8/31/1989 | 1990 | Fuqua Pub. Co. Renewed by Fuqua, Robert White, James NYX and Marvin Gaye |
| BESCHWOOD 4-5789 | 6/25/1962 | KU 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvina Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BELLS, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLS, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLS, THE | 4/14/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 12/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvina Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | EP 226940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvina Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvina Gaye |
| CUBO'S APARTMENT | 12/19/1972 | EP 307801 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-----------------------------------|------------|-------------------------------|--------------|------------------------|---|
| COME GET TO THIS | 2/14/1973 | EP 315837 | | 2002 | Jobete Music Co., Inc. |
| CORNY | 4/12/1962 | HU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 11/13/90) |
| COURT OF COMMON FLEA | 5/2/1968 | EP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | EP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | ED 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IS IT | 12/19/1972 | EP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOWER | 9/25/1971 | EP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOWER | 8/27/1973 | EP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some melodic revision. Previously published on 9/25/71. EP 291366 |
| DON'T CRY FOR ME | 10/1/1965 | EP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Willie Farmer (RE 634-674 on 10/25/93) |
| DON'T MESS WITH MR. T | 12/19/1972 | EP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| FALSE WORDS | 12/1/1965 | EP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | EP 361727 | | 2005 | Jobete Music Company |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | EP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | EP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | ED 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson (RE 529-519 on 4/8/91) |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| GOD IS LOVE | 2/6/1973 | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/21/70 EP 281236. Renewed by Anna Gaye |
| GOD IS LOVES/16/2001 LOVING | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| GOT TO GIVE IT UP, PT. 1-2 | 3/10/1977 | EP 366530 | | 2006 | Jobete Music Co., Inc. |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-680 on 3/1/95) |
| HEY, DIDDLE DIDDLE | 4/1/1966 | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) |
| HITCH HIK | 12/26/1962 | HU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Clarence Paul and William Stevenson (RE 484-188 on 6/25/90) |
| HITCH HIK | 3/2/1963 | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | EP 241008 | 1/2/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp |
| I HEAR THE BELLS | 6/15/1967 | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Oseman and Raymons Liles (RE 697-746 on 3/1/95) |
| I LOVE YOU | 2/1/1967 | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95) |
| I LOVE YOU SECRETLY | 1/29/1973 | EP 310103 | | 2002 | Jobete Music Co., Inc. |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | EP 306137 | 1/2/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye an Forest Hairston |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | HU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Nyx |
| I'LL WAIT FOR YOU | 1/16/1970 | EP 267764 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Lasky |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | EP 317244 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| IF THIS WORLD WERE MINE | 5/1/1967 | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 2/18/1968 | EP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 247807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| INNER CITY BLUES 5/16/2001(WANNA HOLLER) | 11/1/1971 | EP 293174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/30/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisea Gays. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/30/1962 | EU 729916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisea Gays. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays |
| JAM | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| LATIN RENAISSANCE | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIPS IS A CAMELS | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | EP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| MAIN THEM FROM TROUBLE MAN | 12/26/1972 | EP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 208939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvica Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS MINUS YOU EQUALS TEARS | 2/20/1963 | EU 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvica Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Cheritown Music Company, Inc. |
| POOR ABBIE WALSH | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93) |
| PRIDE AND JOY | 2/13/1963 | EU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvica Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 525-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Deroven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | EP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------|--------------|------------------------|---|
| | | | | | |
| SOUL MONDO | 11/23/1962 | HU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by Clarence Paul (RE 497-031 on 11/12/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harvey Piqua (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | HU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| T PLAYS IT COOL | 12/19/1972 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| T STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye |
| THEME FROM TROUBLE MAN | 12/19/1972 | EP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THERE GOES MR. T | 12/19/1972 | EP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | EP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/21/1970 | EP 281238 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | EP 289520 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/21/70; EP 281238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/21/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 281238 and 6/12/71; EP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye at Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 340331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvisea Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | EU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye. Also renewed by Norman Whitfield (RE 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | EU 708871 | 11/23/1990 | 1991 | Fuqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye and Mel Kuar and Harvey Fuqua |
| WHOLEY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO BALL | 8/27/1973 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga |

EXHIBIT G-5

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of the
United
States

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Volume 3476 Page 694Volume 3476 Page 694

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Do not write above this line.

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1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

Triple Three Music, Inc.

The Pullman Group, LLC dba The Pullman Group

2 Date of execution and/or effective date of the accompanying document

July 23 1999
(month) (day) (year)

3 Completeness of document

- ☒ Document is complete by its own terms.
☐ Document is not complete. Record "as is."

☒ Other Engagement Letter

4 Description of document

- ☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

- ☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

5 Title of first work as given in the document

After the Dance

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7 Amount of fee calculated

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enclosed

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Date

Phone Number

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212-750-0464

Fax Number

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Signature

The Pullman Group, LLC dba The Pullman Group

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Date

1/15/02

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V3476 D694



JUN 16, 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ron and Rudolph Isley
Triple Three Music, Inc.
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ron and Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Triple Three Music, Inc., ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

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98%

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Engagement between Pullman and Triple Three Music, Inc.

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3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Masters, Music Publishing and Writers' share (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

Engagement between Pullman and Triple Three Music, Inc.

Page 3

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and Triple Three Music, Inc.

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Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

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Engagement between Pullman and Triple Three Music, Inc.,
Page 6

respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,
The Pullman Group, LLC

By: Daniel Pullman

Its: CEO

ACCEPTED AND AGREED:

TRIPLE THREE MUSIC, INC.

By: Rudolph Isley
Rudolph Isley

Title: VP

Date: 7/23/99
(Commencement Date)

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------|--------------|------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | EP 351582 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95). |
| ALL MY LIFE | 3/15/1965 | EP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notices: Jobete Music Co., Inc.) Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | EP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95). |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BAILANDO EN LA CALLE | 12/7/1970 | EP 281033 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire. |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | EP 676601 | 8/31/1989 | 1990 | Pugua Pub. Co. Renewed by Pugua, Robert White, James Nyx and Marvin Gaye |
| BEECHWOOD 4-5789 | 6/25/1962 | EP 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90). |
| BELLS, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLS, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLS, THE | 4/14/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 22/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | EP 226940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvisea Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvisea Gaye |
| CLOSING APARTMENT | 12/19/1972 | EP 307201 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-----------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| COME GET TO THIS | 2/14/1973 | EP 315837 | | 2002 | Jobete Music Co., Inc. |
| CORRIE | 4/12/1962 | HU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Gays. Also renewed by William Stevenson and Lamont Dozier (RE 496-976 on 11/13/90) |
| COURT OF COMMON FELA | 9/2/1964 | EP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gays and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | EP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TONS LES PAYS | 6/13/1966 | HU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | EP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOVER | 9/25/1971 | EP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOVER | 8/27/1973 | EP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some melody revision. Previously published on 9/25/71, EP 291366 |
| DON'T CRY FOR ME | 10/1/1965 | EP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Willie Farmer (RE 634-674 on 10/25/93) |
| DON'T MESS WITH ME. T | 12/19/1972 | EP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisea Gays |
| FALSE WORDS | 12/1/1965 | EP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | EP 351727 | | 2005 | Jobete Music Company |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | EP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gays |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | EP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gays |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | HU 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisea Gays. Also renewed by William Stevenson (RE 529-519 on 4/8/91) |

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5/22/2001

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SCHEDULE A
The Subject Compositions

| (C) DATE | Song | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes | |
|------------|--|-------------------------------|--------------|------------------------|---|--|
| | | | | | Jobete Music Co., Inc. (copyright date in notices: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/21/70 EP 281236. Renewed by Anna Gaye | |
| 2/6/1973 | GOD IS LOVE | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. | Renewed by Anna Gaye |
| 12/21/1970 | GOD IS LOVES/16/2001 LOVING | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. | Renewed by Anna Gaye |
| 3/10/1977 | GOT TO GIVE IT UP, PT. 1-2 | EP 365530 | | 2006 | Jobete Music Co., Inc. | |
| 1/15/1967 | HEAD OVER HEELS IN LOVE WITH YOU, BABY | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. | Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-680 on 3/1/95) |
| 4/1/1966 | HEY, DIDDLE DIDDLE | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. | Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) |
| 12/26/1962 | HITCH HIKE | BU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. | Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul and William Stevenson (RE 484-188 on 6/25/90) |
| 3/1/1963 | HITCH HIKE | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. | Renewed by Clarence Paul and William Stevenson |
| 1/15/1968 | I CAN'T HELP BUT LOVE YOU | EP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. | Renewed by Robert Gordy and Thomas Kemp |
| 6/15/1967 | I HEAR THE BELLS | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. | Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul, Stanley Osamen and Raymons Liles (RE 697-746 on 3/1/95) |
| 2/1/1967 | I LOVE YOU | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. | Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95) |
| 1/29/1973 | I LOVE YOU SECRETLY | EP 310103 | | 2002 | Jobete Music Co., Inc. | |
| 12/4/1972 | I WANT TO COME HOME FOR CHRISTMAS | EP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. | Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Gaye an Forest Hairston |
| 8/7/1961 | I'LL NEVER DO THAT AGAIN | BU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. | Renewed by Harvey Fuqua, Robert White and James Nyx |
| 1/16/1970 | I'LL WAIT FOR YOU | EP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. | Renewed by Charles Edward Lankey |
| 8/24/1973 | IF I SHOULD DIE TONIGHT | EP 317244 | | 2002 | Jobete Music Co., Inc. | and Cherritown Music Company, Inc. |
| 5/1/1967 | IF THIS WORLD WERE MINE | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. | Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye |

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5/22/2001

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Data | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 3/18/1968 | EP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 287807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| INNER CITY BLUES 5/16/2001 WANNA HOLLER) | 11/1/1971 | EP 293174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/30/1962 | EU 728916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvise Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-123 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye |
| JAN | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 9/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| LATIN REACTION | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLE | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | EP 207205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE 2
The Subjunct Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| MAIN THEMES FROM TROUBLE MAN | 12/26/1972 | EP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS MINDS YOU EQUALS TEARS | 2/20/1963 | EU 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Charitown Music Company, Inc. |
| POOR ABBEY WALSH | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93) |
| PRIDE AND JOY | 2/13/1963 | EU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Deroven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | EP 202350 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| SOUL BORNO | 11/23/1962 | HU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisa Gays. Also renewed by Clarence Paul (RE 497-031 on 11/12/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harvey Fugua (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | HU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisa Gays. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| T PLAYS IT COOL | 12/19/1972 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| T STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvisa Gays |
| THEME FROM TROUBLE MAN | 12/19/1972 | EP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/90 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THESE GOES MR. T | 12/19/1972 | EP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/90 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | EP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/21/1970 | EP 281238 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | EP 289530 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/21/70; EP 281238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye as: Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvise Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | HU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Norman Whitfield (RE 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | HU 708871 | 11/23/1990 | 1991 | Pugua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Mel Kanar and Harvey Fuqua |
| WHOLLY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO ROLL | 8/27/1973 | EP 317364 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga |

EXHIBIT G-6

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of the
United
States

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OF
CONGRESS

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Marybeth Peters

Register of
Copyrights and
Associate
Librarian for
Copyright
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16Jan02

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Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

Ronald Isley

The Pullman Group, LLC dba The Pullman Group

2

Date of execution and/or effective date of the accompanying document

July 23 1999
(month) (day) (year)

3

Completeness of document

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☐ Document is not complete. Record "as is."
☒ Other Engagement Letter

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☐ Security Interest
☐ Change of Name of Owner

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☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

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After the Dance

6

Total number of titles in document

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Account name

Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.
(Affirmation must be signed even if you are also signing Space 10.)

Signature

Date 212-750-0210

Phone Number

212-750-0464

Fax Number

10

Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

The Pullman Group, LLC dba The Pullman Group
Duly Authorized Agent of:

Date

YOU MUST

- Complete all necessary spaces
- Sign your Cover Sheet in Space 8

SEND ALL 3 ELEMENTS TOGETHER

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Robert G. Roomian, Esq.

Number/Street/Apt

P.O. Box 7111

City/State/Zip

Alexandria, VA 22307

PULLMAN®

THE PULLMAN GROUP,® LLC

1370 Avenue of the Americas

New York, NY 10019

212.750.0210 tel.

212.750.0464 fax

info@pullmanco.com

www.pullmanco.com

Securitizing the Future™

V3476 D695



JAN 16 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Ronald Isley
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Ronald Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Ronald Isley, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.

2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee

Engagement between Pullman and Ronald Isley
Page 2

approval, Pullman or an affiliate, as appropriate, will, using reasonable best efforts, perform or cause to be performed under its supervision the following services (collectively the "Services"):

(a) Structuring a securitization program for the issuance of securities (the "Securities") or asset sale(s) backed by Record Royalties, Record Masters, Music Publishing and Writers' share (the "Assets").

(b) Additionally subject to (i) the Securities' receiving an investment-grade rating by at least two nationally recognized rating agencies and (ii) no material, adverse changes in Owner, Owner's financial condition, or the Assets, and subject to the governing securities laws and regulations, marketing the Securities.

(c) Structuring and obtaining a secured line of credit or similar lending facility ("Warehouse Loan") on commercially reasonable terms.

(d) Compiling information, research and supporting data with respect to the Transactions and Owner (the "Due Diligence Package"), qualifying investors to review the Due Diligence Package and overseeing investors' due diligence review.

(e) Performing such due diligence with respect to the proposed parties to Transactions and other matters as Pullman shall reasonably deem necessary.

4. Obligations of Owner. Owner undertakes that, using its reasonable best efforts, Owner will:

(a) Make available or cause to be made available to Pullman, at Owner's expense, all documents, agreements and other information, in hard copy and database form, which in Pullman's reasonable judgment are necessary or appropriate for the performance of due diligence, marketing or sales in any of the Transactions.

(b) Provide Pullman with access to Owner's officers, directors, employees and other agents, as well as obligors under any loans, encumbrances or obligations of Owner.

(c) Ensure that all information provided by Owner and its officers, directors, employees or agents is accurate and complete in all material respects, on the express understanding that Pullman shall be entitled to rely thereon without verification and to include all or any portions thereof in any marketing, issuance or offering documents with respect to the Transactions.

(d) Negotiate in good faith and, subject to said negotiations, enter into all documentation reasonably necessary to obtain the required ratings relating to the Securities and to complete the Transactions with the third parties proposed by Pullman.

(e) Approve and retain, at Owner's expense, third-party contractors of Pullman's choosing, including but not limited to accountants, rating agencies, auditors, and attorneys to serve as Transaction counsel or Issuer's, Pullman's and/or investor's counsel, on any Transaction, which Pullman determines in the reasonable exercise of its discretion are necessary and appropriate to perform due diligence or other Services.

Engagement between Pullman and Ronald Isley
Page 3

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and Ronald Isley
Page 4

Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

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Engagement between Pullman and Ronald Isley
Page 5

Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

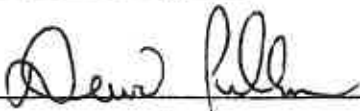
15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Engagement between Pullman and Ronald Isley
Page 6

Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

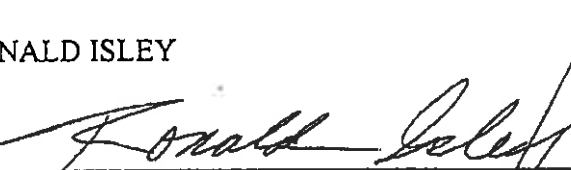
Very truly yours,
The Pullman Group, LLC

By: 

Its: Founder, Chairman and CEO

ACCEPTED AND AGREED:

RONALD ISLEY

By: 

Title: Pres.

Date: 7/23/99
(Commencement Date)

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| AFTER THE DANCE | 3/6/1976 | EP 351582 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/11/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95) |
| ALL MY LIFE | 3/15/1965 | EP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobete Music Co., Inc.) Renewed by Mona Gaye Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I POUND LOVE) | 10/15/1967 | EP 217828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95) |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Mona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BAILANDO EN LA CALLE | 12/7/1970 | EP 281033 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire. |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | EU 676601 | 8/11/1989 | 1990 | Pugna Pub. Co. Renewed by Pugna, Robert White, James Byr and Marvin Gaye |
| BRECKWOOD 4-5789 | 6/25/1962 | EU 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvis Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BELLS, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLS, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLS, THE | 4/14/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 12/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christ Gaye, Marvin Gaye III and Mona Marvis Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | EP 226940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona Marvis Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308329 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Mona Marvis Gaye |
| CLEO'S APARTMENT | 12/19/1972 | EP 307201 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-----------------------------------|------------|-------------------------------|--------------|------------------------|---|
| | | | | | |
| COME GET TO THIS | 2/14/1973 | EP 315837 | | 2002 | Jobete Music Co., Inc. |
| CONNIE | 4/12/1962 | EU 715087 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson and Lambert Dozier (RE 496-976 on 11/13/90). |
| COURT OF COMMON PLEA | 9/2/1966 | EP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | EP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | EU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 199590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | EP 307206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOVER | 9/25/1971 | EP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOVER | 8/27/1973 | EP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some material revision. Previously published on 9/25/71, EP 291366 |
| DON'T CRY FOR ME | 10/1/1965 | EP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Millie Farmer (RE 634-674 on 10/25/93) |
| DON'T MESS WITH ME. I | 12/19/1972 | EP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| FALSE WORDS | 12/1/1965 | EP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/93) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | EP 351727 | | 2005 | Jobete Music Company |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | EP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | EP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | EU 757667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson (RE 529-519 on 4/8/91) |

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5/22/2001

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| GOD IS LOVE | 2/6/1973 | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/21/70 EP 281236. Renewed by Anna Gaye |
| GOD IS LOVE/16/2001 LOVING | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| GOT TO GIVE IT UP, PT. 1-2 | 3/10/1977 | EP 366530 | | 2005 | Jobete Music Co., Inc. |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-680 on 3/1/95) |
| HEY, DIDDLE DIDDLE | 4/1/1966 | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) |
| HITCH HIKS | 12/26/1962 | HU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Clarence Paul and William Stevenson (RE 484-188 on 6/25/90) |
| HITCH HIKS | 3/1/1963 | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | EP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp |
| I HEAR THE BELLS | 6/15/1967 | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Osman and Raymons Liles (RE 697-746 on 3/1/95) |
| I LOVE YOU | 2/1/1967 | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95) |
| I LOVE YOU SECRETLY | 1/29/1973 | EP 210103 | | 2002 | Jobete Music Co., Inc. |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | EP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye an Forrest Hairston |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | HU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Nyx |
| I'LL WAIT FOR YOU | 1/16/1970 | EP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Laskoy |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | EP 317244 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| IF THIS WORLD WERE MINE | 5/1/1967 | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| IF THIS WORLD WERE MINE | 3/18/1968 | EP 243265 | 1/3/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Nyx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 287807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| INNER CITY BLUES 5/16/2001(WANNA HOLLER) | 11/1/1971 | EP 283174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvinia Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/30/1962 | EU 728916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Mona Marvinia Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye |
| JAN | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| LATIN REACTION | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLE | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Mona Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | EP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| MAIN THEM FROM TROUBLE MAN | 12/26/1972 | EP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS MINUS YOU EQUALS TEARS | 2/20/1963 | EU 755946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/91) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Charitown Music Company, Inc. |
| POOR ABBEY WALSH | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/93) |
| PRIDE AND JOY | 2/13/1963 | EU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Deroven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Hanson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | EP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/93) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|
| | | | | | |
| SOUL BONGO | 11/23/1962 | EU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvisa Gays. Also renewed by Clarence Paul (RE 497-031 on 11/13/90) |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harvey Fuqua (RE 601-354 on 12/16/92) |
| STUBBORN KIND OF FELLOW | 8/6/1962 | EU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvisa Gays. Also renewed by William Stevenson and George Gordy (RE 494-183 on 6/25/90) |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting |
| I PLAYS IT COOL | 12/19/1973 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| I STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Harvisa Gays |
| THEME FROM TROUBLE MAN | 12/19/1972 | EP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/90 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| THESE GOES MR. T | 12/19/1972 | EP 109007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/90 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |
| TROUBLE MAN | 12/20/1972 | EP 319580 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2003 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx |
| WHAT'S GOING ON? | 12/21/1970 | EP 281238 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| WHAT'S GOING ON? | 8/12/1971 | EP 289520 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/21/70; EP 287238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 281228 and 8/12/71; EP 285520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye and Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvisea Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | HU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye. Also renewed by Norman Whitfield (SR 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | HU 708871 | 11/23/1990 | 1991 | Puqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye and Mel Kanar and Harvey Puqua |
| WHOLLY HOLY | 6/15/1971 | EP 287291 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO BALL | 8/27/1973 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 299080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga |

EXHIBIT G-7

Copyright
Office
of the
United
States

THE
LIBRARY
OF
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Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

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Marybeth Peters

Register of
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DATE OF RECORDATION

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121825353



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JAN 17 2002

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Please record the accompanying original document or copy thereof.

DOCUMENT COVER SHEET

For Recordation of Documents
UNITED STATES COPYRIGHT OFFICEDATE OF RECORDATION
(Assigned by Copyright Office) JAN 16, 2002
Month Day Year

Volume 3476 Page 696

Volume 3476 Page 696

FUNDS RECEIVED

FOR OFFICE USE ONLY

Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

Rudolph Isley

The Pullman Group, LLC dba The Pullman Group

2 Date of execution and/or effective date of the accompanying document July 23 1999
(month) (day) (year)

3 Completeness of document

- ☒ Document is complete by its own terms.
☐ Document is not complete. Record "as is."

☒ Other Engagement Letter

Description of document

- ☐ Transfer of Copyright
☐ Security Interest
☐ Change of Name of Owner

- ☐ Termination of Transfer(s) [Section 304]
☐ Shareware
☐ Life, Identity, Death Statement [Section 302]
☐ Transfer of Mask Works

Title of first work as given in the document

After the Dance

6 Total number of titles in document 112

Amount of fee calculated

\$ 230.00

8 Fee

enclosed

☒ Check☐ Money Order

☐ Fee authorized to be charged to:
Copyright Office
Deposit Account number

Account name

Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.
(Affirmation must be signed even if you are also signing Space 10.)

Signature

Date 212-750-0210

Phone Number

212-750-0464

Fax Number

10 Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

The Pullman Group, LLC dba The Pullman Group

Duly Authorized Agent of:

Date 1/15/02

Recordation will be mailed in window envelope to this address:

Name

Robert G. Roomian, Esq.

Number/Street/Apt

P.O. Box 7111

City/State/ZIP

Alexandria, VA 22307

YOU MUST:

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- Sign your Cover Sheet in Space 8

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PULLMAN®

THE PULLMAN GROUP, LLC

V3476 D696

1370 Avenue of the Americas

New York, NY 10019

212.750.0210 tel.

212.750.0464 fax

info@pullmanco.com

www.pullmanco.com

Securitizing the Future™



JAN 16 2002

STRUCTURED ASSET SALES GROUP

July 20, 1999

VIA FEDERAL EXPRESS

Rudolph Isley
C/o Isley Brothers Management
10866 Wilshire Blvd., Suite 560
Los Angeles, CA 90024

Re: Engagement as Exclusive Securitizing
Agent and Advisor

Dear Mr. Rudolph Isley,

This engagement letter (the "Engagement Letter") confirms the engagement (the "Engagement") by Rudolph Isley, ("Owner") of The Pullman Group. ("Pullman") to act as Owner's agent and advisor on an exclusive basis with respect to the financial transactions described in paragraph 3(a) through (f) hereof ("Transactions"), on the following terms and conditions:

1. Engagement Period. The term of the Engagement (the "Engagement Period") shall commence on the date Owner executes this letter (as entered by Owner below its authorized signatory's signature) (the "Commencement Date") and shall expire unless extended by mutual agreement of the parties hereto, upon the expiration of Ron Isley's Federal bankruptcy proceeding.
2. Exclusive Authority. During the Engagement Period, neither Owner nor anyone acting on its behalf shall, other than with or through Pullman, undertake any activities with regard to Transactions. Notwithstanding the foregoing, Owner may obtain interim financing without doing so with or through Pullman, on condition that Owner provide notice and the particulars thereof to Pullman and that the interim financing is pre-payable and shall be refinanced in a transaction contemplated under this Engagement Letter to be the subject of Services by Pullman. Owner will refer to Pullman any expressions of interest and offers which Owner receives during the Engagement Period with respect to any Transactions. Pullman may perform the same or similar services for others, as well as engage in other business activities.

3. Pullman's Services. Subject in the case of each particular Transaction to Pullman's due-diligence review and the approval of Pullman's Commitment Committee and Credit Committee

Engagement between Pullman and Rudolph Isley
Page 5

Transaction is consummated between Owner and/or its affiliates and the lender or investor introduced by Pullman, Owner will be liable to Pullman for fees on the Transaction pursuant to paragraph 5 hereof.

11. Assignability. Pullman may not assign its rights and/or obligations under this Engagement Letter without the consent of Owner, except to one or more affiliates of Pullman. Owner may not assign its rights and/or obligations under this Engagement Letter without the consent of Pullman, except to any one or more single-purpose corporations or partnerships formed to hold the Assets and approved by counsel for the company issuing the Securities, if such assignment is necessary and prudent in connection with the securitization, and provided that such assignment shall not relieve Owner of its obligations hereunder.

12. Law and venue. This Engagement Letter shall be interpreted under and governed by the laws of the State of New York. In the event that any legal proceeding shall be instituted under or in connection with this Engagement Letter, the federal and state courts located in New York, New York, shall have full jurisdiction over both parties with regard thereto, and litigation shall be commenced solely in said courts. The losing party shall reimburse the prevailing party for its reasonable attorney's fees and costs incurred with respect to such legal proceeding.

13. Authority. Owner represents and warrants to Pullman that all requisite approval action required under Owner's by-laws relating to Owner's entering into and performing in full under this Engagement Letter has been duly taken.

14. Confidentiality. Each of Owner and Pullman, on its own behalf and on behalf of its partners, shareholders, officers, employees and agents, hereby acknowledges that the contents of this Engagement Letter, the form and contents of all documents, instruments and other materials relating to the other party and to the Transactions which may become available to it during the course of performance under this Engagement Letter, and all information pertaining to the Securities, including the structure, the credit spread, and the other terms (collectively, the "Materials"), are confidential. No such Materials, nor any portion of the contents or substance thereof or of this Engagement Letter may be communicated or made available to any person other than Owner and Pullman without the express prior written approval of the other party, except that each party may distribute Materials to its lawyers, accountants, lenders and advisors acting on its behalf as necessary for the party's performance hereunder and except that Pullman may publish information regarding the Transactions on the Bridge/Knight Ridder electronic screen and/or cause rating agencies to publish reports on the Transactions. Each of Owner and Pullman acknowledges that a breach of this provision shall cause irreparable harm to the other party that remedies at law will be inadequate to redress and that Pullman and Owner, as the case may be, will be entitled to injunctive or similar equitable relief against the other party in the event of breach of this provision.

15. Modifications. This Engagement Letter contains the entire agreement between the parties hereto and may be modified only in a writing signed by both Owner and Pullman.

16. Notices. All notices under this Engagement Letter must be in writing and will be considered given when delivered by hand (including by courier service), or on the fifth day after being mailed by prepaid certified or registered mail, return receipt requested, to the parties at the respective addresses stated at the beginning of this Engagement Letter (or at such other address as a party may specify by notice given to the other).

Engagement between Pullman and Rudolph Isley
Page 3

(f) Reimburse Pullman on a current basis for the out-of-pocket expenses incurred by Pullman in the performance of the Services.

(g) Ensure that Pullman receives, promptly on execution thereof, a fully executed copy of every agreement entered into by Owner in any Transaction, and all amendments and modifications thereto.

5. Compensation to Pullman.

(a) As compensation for Pullman's performance of the Services, Owner shall pay to Pullman:

(i) A non-refundable retainer of \$25,000, payable at execution of this Engagement Letter and credited toward fees. Pullman will waive the retainer specifically for this transaction.

(ii) A fee equal to ten percent (10%) of the aggregate commitment amount of a Warehouse Loan or asset sale, including any increase in the commitment amount, payable at the closing of the Warehouse Loan or, in the event of an increase, at the time the commitment to the increase is issued, or

(iii) A fee equal to ten percent (10%) of the aggregate principal amount of investment-grade Securities or proceeds from asset sale(s), payable at the time the Securities or assets are sold,

(b) Pullman shall give written notice in the event it declines to undertake to provide the Services as to any particular Transaction, in which event Owner shall be free to engage a third party to perform Services as to that Transaction and will have no obligation to pay Pullman a fee therefor.

(c) Owner acknowledges that Pullman shall be entitled to its fee in full, pursuant to paragraph 5(a), in the event that:

(i) An investor from whom Owner accepts an offer to purchase the Securities requires Pullman to cease its marketing and sales efforts or Owner otherwise fails to permit Pullman to carry out its undertaking herein with regard to the transaction.

(ii) A Transaction as to which Pullman commences providing Services during the Engagement Period does not close prior to the Termination Date for any reason other than the willful breach of this Engagement Letter by Pullman, so long as Pullman remains ready, willing and able to perform the Services through the closing of the Transaction (whether or not Owner chooses to permit Pullman to do so).

(iii) A Transaction does not occur because of Owner's failure or refusal to perform its obligations under this Engagement Letter, in which event, since Owner acknowledges that

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Engagement between Pullman and Rudolph Isley
Page 4

Pullman will incur consequential damages by reason of the injury to its relations to third parties involved in the Transaction which are not susceptible to quantifiable proof, Owner shall be additionally liable to Pullman for liquidated damages for such injury in the amount of \$250,000.

(iv) With respect to 5(c)(i) and 5(c)(ii) above, Owner agrees that Pullman can file an attachment or lien for the full extent of any fees or structuring fees of Pullman or out-of-pocket expenses, interest, Interest Rate and/or Interest Rate Buydown and/or any other fees contemplated herein and third-party expenses incurred by Pullman related to performance of the Services.

6. Interest Rate. Subject to Paragraph 5(d), Pullman is granted the exclusive option, at its sole discretion, to buy down the Interest rate on the securities from the securitization transaction which are "A" rated or above by at least one national rating agency from an interest rate equal to the yield of 450 basis points over the corresponding treasury of the average life of the securities. For example, if the average life is 10 years and the U.S. ten (10) year treasury is trading at 5.0%, Pullman may buy down the securities from a yield of 9.50% at its sole discretion. Purchase price is to be set below par to reflect above yield.

7. Refinancing or Asset Sale(s). Pullman is granted the exclusive right, at its sole discretion, to refinance any future transaction(s) or asset sale(s) for owner upon future recoupment of the Securities. Such financing or asset sale shall be at a minimum transaction size of the initial transaction contemplated by this agreement. Such refinancing will be on the same terms and conditions outlined herein. This clause shall be interpreted to include all future financings during the greater of owner's life or two future financing periods in addition to the initial financing contemplated by this agreement.

8. Breach. In order to make specific and definite and to eliminate, if possible, any controversy which may arise between the parties, if at any time Owner believes that the terms of this Engagement Letter are being breached by Pullman, it will give notice thereof to Pullman, setting forth with specificity the alleged breach, and shall allow Pullman a period of thirty (30) days after receipt thereof within which to cure the alleged breach. No breach of this Engagement Letter, unless intentionally dishonest, will be construed as incurable.

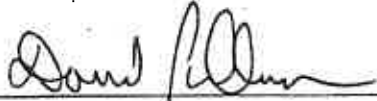
9. Indemnification. Owner will indemnify and hold harmless Pullman, its parent and affiliates, and their respective directors, officers, controlling persons, agents and employees past and present (each being an "Indemnified Party") from and against all claims, liabilities, losses, damages, proceedings or actions (collectively "claims") related to or arising out of this Engagement or Pullman's role in connection therewith, and will reimburse each Indemnified Party for all reasonable costs and expenses, including counsel fees, as they are incurred in connection with investigating, preparing for and defending any such claim, whether pending or threatened. Owner will not, however, be responsible for any claims which are judicially determined by final order, without any further right to appeal, to have resulted primarily from Pullman's gross negligence or willful misconduct. The foregoing right to indemnification shall be in addition to any other rights which an Indemnified Party may have and shall apply whether or not an Indemnified Party is named or threatened to be named as a party in any action, suit or proceeding, brought or to be brought.

10. Non-circumvention. From the Commencement Date until three years after the Termination Date, Owner will not attempt to contact any of the investors or lenders introduced by Pullman to Owner without Pullman's prior written approval. If such contact is made and any

Engagement between Pullman and Rudolph Isley
Page 6


Please execute this Engagement Letter in the space provided below and return the original to us to acknowledge your understanding and acceptance of the terms hereof.

Very truly yours,
The Pullman Group, LLC

By: 
Its: Founder, Chairman and CEO

ACCEPTED AND AGREED:

RUDOLPH ISLEY

By: 
Title: V-P
Date: 7/23/99
(Commencement Date)

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------|------------|-------------------------------|--------------|------------------------|---|
| AFTER THE DANCE | 3/6/1976 | EP 351582 | | 2005 | Jobete Music Company, Inc. |
| ALL IN THE PROMISE OF TOMORROW | 10/1/1967 | EP 236815 | 1/30/1995 | 1996 | Jobete Music Company, Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Anna Gaye and Thelma Gordy (RE 697-598 on 3/1/95) |
| ALL MY LIFE | 2/15/1965 | EP 200058 | 4/29/1993 | 1994 | Jobete Music Co., Inc. (In notice: Jobette Music Co., Inc.) Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. |
| AT LAST (I FOUND LOVE) | 10/15/1967 | EP 237828 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd. Also renewed by Elgie Stover and Anna Gaye (RE 697-612 on 3/1/95) |
| BABY, I'M FOR REAL | 5/22/1969 | EP 259278 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Anna Gaye and Marvin Gaye |
| BABY, IT'S LOVE | 10/6/1970 | EP 278006 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BABY, YOU SURE THRILL ME | 9/1/1965 | EP 207307 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Nona Gaye, Frankie Gaye and Marvin Gaye 3rd |
| BATIMBOO EN LA CALLE | 12/7/1970 | EP 281033 | 1/2/1998 | 1999 | Jobete Music Co., Inc. New matter: Spanish translation. Renewed by Jobete Music Company, Inc. as proprietor in a work made for hire, |
| BECAUSE OUR LOVE IS REAL | 6/26/1961 | EU 676601 | 8/11/1989 | 1990 | Pugua Pub. Co. Renewed by Puqua, Robert White, James Nyx and Marvin Gaye |
| BEECHWOOD 4-5789 | 6/25/1962 | EU 725360 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvisea Gaye. Also renewed by William Stevenson (RE 484-181 on 6/25/90) |
| BELLS, THE | 8/1/1968 | EP 248432 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| BELLS, THE | 1/16/1970 | EP 267749 | 3/26/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| BELLS, THE | 4/24/1970 | EP 277653 | | 1999 | Jobete Music Co., Inc. |
| BREAK IN POLICE SHOOT BIG, THE | 12/19/1972 | EP 307195 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Twentieth Century Music Corp., Inc. and Nona Marvisea Gaye |
| CHANGE WHAT YOU CAN | 1/15/1967 | EP 226940 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvisea Gaye. Also renewed by Elgie Stover and Anna Gaye (RE 696-679 on 3/1/95) |
| CHRISTMAS IN THE CITY | 12/13/1972 | EP 308339 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Marvin Gaye III and Nona Marvisea Gaye |
| CLUBO'S APARTMENT | 12/19/1972 | EP 307201 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |

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5/22/2001

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|-----------------------------------|------------|-------------------------------|--------------|------------------------|---|
| | | | | | |
| COME GET TO THIS | 2/14/1973 | EP 315837 | | 2002 | Jobete Music Co., Inc. |
| CONNIE | 4/23/1962 | EU 715087 | 11/22/1998 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson and Lamont Dorior (RE 496-976 on 11/13/90) |
| COURT OF COMMON PLEA | 9/2/1968 | EP 249587 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| DANCING IN THE STREET | 7/15/1964 | EP 190590 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by William Stevenson (RE 601-283 on 12/16/92) |
| DANS TOUS LES PAYS | 6/13/1966 | EU 941286 | 10/28/1994 | 1995 | Jobete Music Co., Inc. New matter: French translation. Previously registered as 190590 on 7/15/64. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire. |
| DEEP IN IT | 12/19/1972 | EP 107206 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| DISTANT LOVER | 9/25/1971 | EP 291366 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Sandra Greene |
| DISTANT LOVER | 8/27/1973 | EP 323322 | | 2002 | Jobete Music Co., Inc. New matter: some revisions and added lyrics and some melodic revision. Previously published on 9/25/71, EP 291366 |
| DON'T CRY FOR ME | 10/1/1965 | EP 208216 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Millie Farmer (RE 634-674 on 10/25/92) |
| DON'T MESS WITH MR. T | 12/19/1972 | EP 307200 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye |
| FALSE WORDS | 12/1/1965 | EP 211610 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Fay Hale and George Gordy (RE 634-605 on 10/25/92) |
| FEEL ALL MY LOVE INSIDE | 3/6/1976 | EP 351727 | | 2005 | Jobete Music Company |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 6/23/1971 | EP 288195 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| FLYIN' HIGH (IN THE FRIENDLY SKY) | 12/28/1971 | EP 293863 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (Additional words and music). Renewed by Anna Gaye |
| GET MY HANDS ON SOME LOVING | 2/13/1963 | EU 957667 | 12/16/1991 | 1992 | Jobete Music Co., Inc. (Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by William Stevenson (RE 523-519 on 4/8/91) |

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The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| GOD IS LOVE | 2/6/1973 | EP 311519 | 12/31/1998 | 2002 | Jobete Music Co., Inc. (copyright date in notice: 1971 and 1973) New matter: changes in tempo, words and music. Previously published on 12/21/70 EP 281336. Renewed by Anna Gaye |
| GOD IS LOVE 5/16/2001 LOVING | 12/21/1970 | EP 281236 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Anna Gaye |
| GOT TO GIVE IT UP, PT. 1-2 | 3/10/1977 | EP 366530 | | 2006 | Jobete Music Co., Inc. |
| HEAD OVER HEELS IN LOVE WITH YOU, BABY | 1/15/1967 | EP 226941 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol, Harvey Fuqua and Thomas Kemp (RE 696-689 on 3/1/95) |
| HEY, DIDDLE DIDDLE | 4/1/1966 | EP 215590 | 3/21/1994 | 1995 | D. Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by John Bristol and Harvey Fuqua (RE 677-842 on 10/21/94) |
| HITCH HIKE | 12/26/1962 | HU 750856 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye. Also renewed by Clarence Paul and William Stevenson (RE 444-188 on 6/25/90) |
| HITCH HIKE | 3/1/1963 | EP 172740 | 4/8/1991 | 1992 | Jobete Music Co., Inc. Renewed by Clarence Paul and William Stevenson |
| I CAN'T HELP BUT LOVE YOU | 1/15/1968 | EP 241008 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Robert Gordy and Thomas Kemp |
| I HEAR THE BELLS | 6/15/1967 | EP 232612 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul, Stanley Owsman and Raymons Liles (RE 697-746 on 3/1/95) |
| I LOVE YOU | 2/1/1967 | EP 227721 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Anna Gaye and Margaret Johnson (RE 696-702 on 3/1/95) |
| I LOVE YOU SECRETLY | 1/29/1973 | EP 310103 | | 2002 | Jobete Music Co., Inc. |
| I WANT TO COME HOME FOR CHRISTMAS | 12/4/1972 | EP 306137 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvin Gaye an Forest Halston |
| I'LL NEVER DO THAT AGAIN | 8/7/1961 | HU 682359 | 10/16/1989 | 1990 | Birdsong Pub. Co. Renewed by Harvey Fuqua, Robert White and James Nyx |
| I'LL WANT FOR YOU | 1/16/1970 | EP 267754 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Charles Edward Lasky |
| IF I SHOULD DIE TONIGHT | 8/24/1973 | EP 317244 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| IF THIS WORLD WERE MINE | 5/1/1967 | EP 230953 | 1/30/1995 | 1996 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |

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SCHEDULE AThe Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| IF THIS WORLD WERE MINE | 2/18/1968 | EP 243265 | 1/7/1996 | 1997 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IF THIS WORLD WERE MINE | 2/14/1973 | EP 314567 | | 2002 | Jobete Music Co., Inc. New matter: melodic variations and lyric changes |
| IF YOUR LOVE BELONGED TO ME | 5/3/1963 | EU 769773 | 6/25/1991 | 1992 | Birdsong Pub. Co. Renewed by Robert White and James Myx |
| INNER CITY BLUES (MAKE ME WANNA HOLLER) | 7/6/1971 | EP 247807 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Myx, Jr. |
| INNER CITY BLUES 5/16/2001(WANNA HOLLER) | 11/1/1971 | EP 293174 | 12/31/1998 | 2000 | Jobete Music Co., Inc. New matter: arrangement. Renewed by Jobete Music Company, Inc. as a proprietor in a work made for hire |
| IT HURT ME TOO | 7/20/1962 | EU 728604 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvissa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-091 on 11/13/90) |
| IT HURT ME TOO | 7/30/1962 | EU 729916 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvissa Gaye. Also renewed by William Stevenson and Ricardo Wallace (RE 497-122 on 11/13/90) |
| IT'S GOT TO BE LOVE | 9/1/1965 | EP 207202 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-511 on 10/25/93) |
| IT'S NOW OR NEVER | 4/1/1966 | EP 216680 | 3/21/1994 | 1995 | Detroit Jobete, Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye |
| JAN | 6/3/1974 | EP 326535 | | 2003 | Jobete Music Co., Inc. |
| KEEP GETTIN' IT ON | 8/24/1973 | EP 317252 | | 2002 | Jobete Music Co., Inc. and Cheritown Music Company, Inc. |
| LASTIN REACTION | 9/1/1977 | EP 375435 | | 2006 | Jobete Music Co., Inc. |
| LIFE IS A GAMBLE | 12/19/1972 | EP 307207 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| LIVING DREAM CALLED A GIRL, A | 2/1/1965 | EP 198497 | 3/21/1994 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Harold Edwards, Brian Holland and William Stevenson (RE 634-942 on 10/25/93) |
| MAIN THEME FROM TROUBLE MAN | 12/19/1972 | EP 307205 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|--------------------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| MAIN THEME FROM TROUBLE MAN | 12/26/1972 | EP 309814 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: strings added and musical variations. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell Music, Inc. |
| MERCY MERCY ME (THE ECOLOGY) | 7/19/1971 | EP 288939 | 1/3/2000 | 2000 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Harviera Gaye |
| MERCY MERCY ME (THE ECOLOGY) | 8/21/1971 | EP 292717 | 12/31/1998 | 2000 | Jobete Music Co., Inc. (arrangement by Johnny Dentato) Renewed by Jobete Music Company, Inc. |
| MY TWO ARMS MINUS YOU EQUALS TEARS | 2/20/1963 | BU 758946 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Harvira Gaye. Also renewed by Clarence Paul and William Stevenson (RE 529-520 on 4/8/91) |
| NEED YOUR LOVIN' (WANT YOU BACK) | 11/1/1964 | EP 194258 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 601-359 on 12/16/92) |
| PLEASE DON'T STAY (ONCE YOU GO AWAY) | 8/24/1973 | EP 317253 | | 2002 | Jobete Music Co., Inc. and Cherritown Music Company, Inc. |
| POOR ABNEY WALSH | 12/19/1972 | EP 309006 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. |
| PRETTY LITTLE BABY | 6/1/1965 | EP 203453 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul and Dave Hamilton (RE 631-086 on 4/1/92) |
| PRIDE AND JOY | 2/13/1963 | BU 757653 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Harvira Gaye. Also renewed by Norman Whitfield and William Stevenson (RE 526-289 on 2/11/91) |
| RIGHT ON | 7/7/1971 | EP 290456 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Earl Deroven |
| SAVE THE CHILDREN | 7/6/1971 | EP 287806 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| SINCE I HAD YOU | 3/6/1976 | EP 351728 | | 2005 | Jobete Music Co., Inc. |
| SO LET THEM LAUGH (AT ME) | 5/1/1965 | EP 202250 | 4/29/1993 | 1994 | Jobete Music Co., Inc. Renewed by Frankie Gaye, Marvin Gaye III and Nona Gaye. Also renewed by Clarence Paul (RE 634-661 on 10/25/91) |
| SOON I'LL BE LOVING YOU | 5/3/1976 | EP 352784 | | 2005 | Jobete Music Co., Inc. |

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SCHEDULE A

The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes | |
|-------------------------------|------------|-------------------------------------|-----------------|------------------------------|---|--|
| | | | | | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays. Also renewed by Clarence Paul (RE 497-031 on 11/13/90) | |
| SOUL BONGO | 11/23/1962 | EU 746203 | 11/23/1990 | 1991 | Jobete Music Co., Inc. Renewed by Frankie Gays, Marvin Gays III and Mona Gays. Also renewed by Harvey Fuqua (RE 601-354 on 12/16/92) | |
| STEPPING CLOSER TO YOUR HEART | 10/1/1964 | EP 194058 | 10/30/1992 | 1993 | Jobete Music Co., Inc. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays. Also renewed by William Stevenson and George Gordy (RE 484-183 on 6/25/90) | |
| STUBBORN KIND OF FELLOW | 8/6/1962 | EU 730762 | 11/23/1990 | 1991 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays | |
| STUBBORN KIND OF FELLOW | 4/9/1974 | EP 330077 | | 2003 | Jobete Music Co., Inc. New matter: revised melody in blues setting | |
| T PLAYS IT COOL | 12/19/1972 | EP 307196 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. | |
| T STANDS FOR TROUBLE | 12/19/1972 | EP 307194 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Renewed by Frankie Christian Gays, Marvin Gays III and Mona Marvise Gays | |
| THESE FROM TROUBLE MAN | 12/19/1972 | EP 307203 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. | |
| THERE GOES MR. T | 12/19/1972 | EP 309007 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. | |
| TROUBLE MAN | 12/19/1972 | EP 307204 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. Per 11/14/00 Thomson and Thomson report, there is an in-process renewal application, which was filed by Warner/Chappell, Inc. | |
| TROUBLE MAN | 12/20/1972 | EP 319560 | 1/3/2000 | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. New matter: arrangement. Renewed by BMI Catalogue Partnership and Jobete Music Company, Inc. as proprietor in work made for hire | |
| TROUBLE MAN | 9/3/1974 | EP 329340 | | 2001 | Jobete Music Co., Inc. and Twentieth Century Music Corp. (In notice: Jobete Music Company, Inc. and Twentieth Music Corporation). New matter: melodic changes | |
| WE CAN MAKE IT, BABY | 6/16/1970 | EP 273951 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by James Nyx | |
| WHAT'S GOING ON? | 12/21/1970 | EP 281238 | 1/2/1998 | 1999 | Jobete Music Co., Inc. Renewed by Renaldo Benson | |
| WHAT'S GOING ON? | 8/12/1971 | EP 289520 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson. | |

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SCHEDULE A
The Subject Compositions

| Song | (C) DATE | Copyright Registration Number | Renewal Date | Renewal Starts Jan 1st | Copyright and Renewal Claimants & Notes |
|----------------------------|------------|-------------------------------------|-----------------|------------------------------|--|
| | | | | | |
| WHAT'S GOING ON? | 12/20/1971 | EP 314122 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Previously published on 12/31/70; EP 281238. Renewed by Renaldo Benson. |
| WHAT'S GOING ON? | 12/27/1972 | EP 323326 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Previously published 12/21/70; EP 281238 and 8/12/71; EP 289520. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye at Renaldo Benson |
| WHAT'S GOING ON? | 12/28/1972 | EP 320331 | 1/3/2000 | 2001 | Jobete Music Co., Inc. New matter: Instrumental version. Renewed by Frankie Christina Gaye (sic), Marvin Gaye III and Nona Marvise Gaye and Renaldo Benson |
| WHAT'S HAPPENING, BROTHER? | 6/16/1971 | EP 287719 | 12/31/1998 | 2000 | Jobete Music Co., Inc. Renewed by James Nyx, Jr. |
| WHEN YOU ARE AVAILABLE | 7/15/1968 | EP 248233 | 1/3/1996 | 1997 | Jobete Music Co., Inc. Renewed by Anna Gaye and Elgie Stover |
| WHERE EVER I LAY MY HAT | 1/16/1963 | HU 753369 | 12/16/1991 | 1992 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye. Also renewed by Norman Whitfield (RR 525-343 on 2/11/91) |
| WHISTLING ABOUT YOU | 3/1/1962 | HU 708871 | 11/23/1990 | 1991 | Puqua Pub. Co. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Mel Kanar and Harvey Fuqua |
| WHOLLY HOLY | 6/15/1971 | EP 287291 | 12/31/1994 | 2000 | Jobete Music Co., Inc. Renewed by Renaldo Benson |
| YOU SURE LOVE TO HALL | 8/27/1973 | EP 317264 | | 2002 | Jobete Music Co., Inc. |
| YOU'RE THE MAN PT. 2 | 4/1/1972 | EP 298080 | 1/3/2000 | 2001 | Jobete Music Co., Inc. Renewed by Frankie Christian Gaye, Marvin Gaye III and Nona Marvise Gaye and Kenneth Stover |
| YOU'RE THE ONE | 1/15/1969 | EP 254446 | 1/3/1997 | 1998 | Jobete Music Co., Inc. Renewed by Ivy Hunter, Elgie Stover, Marvin Gaye and Anna Ga |